


<b>INVITATION TO BID</b>  STATE OF LOUISIANA DIVISION OF ADMINISTRATION OFFICE OF STATE PURCHASING			<b>BIDS WILL BE PUBLICLY OPENED:</b>  <div style="font-size: 1.2em; font-weight: bold;">MAY 19, 2004    10:00 AM</div>  PURCHASING AGENCY NO. :    107001  <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <b>SEE NO. 8 BELOW. RETURN BID TO</b>   <div style="display: flex; justify-content: space-between; font-size: 0.9em;"> <span>2185555</span> <span>05/19/04</span> <span>10:00 AM K25597YP</span> </div> <div style="margin-top: 5px;">             OFFICE OF STATE PURCHASING              OFFICE OF STATE PURCHASING              POST OFFICE BOX 94095              BATON ROUGE, LA 70804-9095           </div> </div> <div style="margin-top: 10px;"> <table style="width: 100%; border: none;"> <tr> <td style="width: 60%;">BUYER</td> <td>: TIM KEMP</td> <td></td> </tr> <tr> <td>BUYER PHONE</td> <td>: (225) 342-8021</td> <td></td> </tr> <tr> <td>DATE ISSUED</td> <td>: 04/07/04</td> <td></td> </tr> <tr> <td>REQ. AGENCY</td> <td>: 661001</td> <td style="text-align: right;">FOLD HERE--&gt;</td> </tr> <tr> <td colspan="3" style="text-align: center; font-weight: bold;">OFFICE OF STUDENT FINANCIAL ASSIST</td> </tr> <tr> <td>AGENCY REQ. NO.</td> <td>: 107001</td> <td></td> </tr> <tr> <td>ISIS REQ. NO.</td> <td>: 1260373</td> <td></td> </tr> <tr> <td>VENDOR PHONE</td> <td>:</td> <td></td> </tr> <tr> <td>FISCAL YEAR</td> <td>: 04</td> <td></td> </tr> <tr> <td>CLASS/SUBCLASS</td> <td>: 72560</td> <td></td> </tr> <tr> <td>SCHEDULED BEGIN DATE</td> <td>: 00/00/00</td> <td></td> </tr> <tr> <td>SCHEDULED END DATE</td> <td>: 00/00/00</td> <td></td> </tr> <tr> <td>T-NUMBER</td> <td>:</td> <td></td> </tr> </table> </div>	BUYER	: TIM KEMP		BUYER PHONE	: (225) 342-8021		DATE ISSUED	: 04/07/04		REQ. AGENCY	: 661001	FOLD HERE-->	OFFICE OF STUDENT FINANCIAL ASSIST			AGENCY REQ. NO.	: 107001		ISIS REQ. NO.	: 1260373		VENDOR PHONE	:		FISCAL YEAR	: 04		CLASS/SUBCLASS	: 72560		SCHEDULED BEGIN DATE	: 00/00/00		SCHEDULED END DATE	: 00/00/00		T-NUMBER	:	
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<div style="display: flex;"> <div style="width: 40%;"> <p>=====&gt; VENDOR NO. : SOLICITATION :    2185555 FILE NO. :        K25597YP OPENING DATE :    05/19/04</p> </div> <div style="width: 60%; border: 1px solid black; padding: 10px; margin-top: 10px;"> <p>VENDOR NAME AND ADDRESS</p> </div> </div> <div style="margin-top: 20px; text-align: center; font-weight: bold; font-size: 1.1em;">       FILL IN VENDOR NUMBER (FEIN), NAME AND ADDRESS ABOVE, BEFORE SUBMITTING BID.     </div>																																										
<b>UPGRADE AND MAINTENANCE OF AVAYA MOSAIX 4000 PREDICTIVE DIALER SYSTEM</b>																																										
<p style="text-align: center; font-size: 0.8em;">TO BE COMPLETED BY VENDOR</p> <ol style="list-style-type: none"> <li>1. _____ PLEASE REMOVE FROM THIS COMMODITY CODE.</li> <li>2. _____ DELIVERY WILL BE MADE IN THIS NUMBER OF DAYS AFTER RECEIPT OF ORDER.</li> <li>3. _____ % CASH DISCOUNT FOR PROMPT PAYMENT IF MADE WITHIN THIRTY (30) DAYS. CASH DISCOUNTS FOR LESS THAN 30 DAYS OR LESS THAN 1% WILL BE ACCEPTED, BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS. ON INDEFINITE QUANTITY TERM CONTRACTS, CASH DISCOUNTS WILL BE ACCEPTED AND TAKEN BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS.</li> <li>4. _____ BID BOND ATTACHED, _____ CERTIFIED CHECK ATTACHED, _____ OTHER, IF REQUIRED.</li> <li>5. _____ BID REFERENCE NUMBER. (THIS NUMBER WILL APPEAR ON RESULTING ORDER OR CONTRACT).</li> </ol>																																										
<p style="text-align: center; font-size: 0.8em;">INSTRUCTIONS TO BIDDERS</p> <ol style="list-style-type: none"> <li>1. READ THE ENTIRE BID, INCLUDING ALL TERMS AND CONDITIONS AND SPECIFICATIONS.</li> <li>2. ALL BID PRICES MUST BE TYPED OR WRITTEN IN INK. ANY CORRECTIONS, ERASURES OR OTHER FORMS OF ALTERATION TO UNIT PRICES SHOULD BE INITIALED BY THE BIDDER.</li> <li>3. THIS BID IS TO BE MANUALLY SIGNED IN INK.</li> <li>4. BID PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. BIDS CONTAINING "PAYMENT IN ADVANCE" OR "C.O.D" REQUIREMENTS MAY BE REJECTED. PAYMENT IS TO BE MADE WITHIN 30 DAYS AFTER RECEIPT OF PROPERLY EXECUTED INVOICE OR DELIVERY, WHICHEVER IS LATER.</li> <li>5. AMOUNT OF BID BOND REQUIRED: _____ N/A _____.</li> <li>6. AMOUNT OF PERFORMANCE BOND, IF REQUIRED. _____ OR _____ 0% _____ OF BID.</li> <li>7. DESIRED DELIVERY: _____ SEE DETAILS ELSEWHERE IN DOCUMENT _____.</li> <li>8. TO ASSURE CONSIDERATION OF YOUR BID, ALL BIDS AND ADDENDA SHOULD BE RETURNED IN AN ENVELOPE OR PACKAGE CLEARLY MARKED WITH THE BID OPENING DATE AND THE BID NUMBER, OR SUBMITTED IN THE SPECIAL ENVELOPE IF FURNISHED FOR THAT PURPOSE.</li> <li>9. BIDS SUBMITTED ARE SUBJECT TO PROVISIONS OF THE LAWS OF THE STATE OF LOUISIANA INCLUDING BUT NOT LIMITED TO L.R.S. 39:1551-1736; PURCHASING RULES AND REGULATIONS; EXECUTIVE ORDERS; STANDARD TERMS AND CONDITIONS; SPECIAL CONDITIONS; AND SPECIFICATIONS LISTED IN THIS SOLICITATION.</li> <li>10. IMPORTANT: BY SIGNING THE BID, THE BIDDER CERTIFIES COMPLIANCE WITH ALL INSTRUCTIONS TO BIDDERS, TERMS, CONDITIONS AND SPECIFICATIONS, AND FURTHER CERTIFIES THAT THIS BID IS MADE WITHOUT COLLUSION OR FRAUD. THIS BID IS TO BE MANUALLY SIGNED IN INK BY A PERSON AUTHORIZED TO BIND THE VENDOR (SEE NO.30). ALL BID INFORMATION SHALL BE MADE WITH INK OR TYPEWRITTEN.</li> </ol>																																										
VENDOR PHONE NUMBER: FAX NUMBER:	TITLE	DATE																																								
SIGNATURE OF AUTHORIZED BIDDER - SEE NO. 30, PAGE 3. (MUST BE SIGNED)		NAME OF BIDDER (TYPED OR PRINTED)																																								



## **1.0 SCOPE**

### **1.1 DESCRIPTION OF EQUIPMENT, SYSTEM, OR SERVICE TO BE PROVIDED**

This bid document (ITB) solicits bid responses for the upgrade of the Avaya Mosaix 4000 Predictive Dialing System for the Louisiana Office of Student Financial Assistance (LOSFA) that is located at 1885 Wooddale Boulevard, Baton Rouge, LA, as per the proprietary specifications listed in Section 3.2.

### **1.2 NON-EXCLUSIVE CONTRACT**

This contract is non-exclusive and shall not in any way preclude the State from entering into similar contracts and/or arrangements with other vendors or from acquiring similar, equal or like goods and/or services from other entities or sources.

### **1.3 GUARANTEE OF QUANTITIES OR CONTRACT USE**

Quantities used in this bid document are the quantities anticipated to be purchased.

## **2.0 BID RESPONSE PREPARATION/SUBMITTAL INSTRUCTIONS**

### **2.1 DEFINITIONS**

Agency – means the Louisiana Office of Student Financial Assistance

Bid Document - for the purposes of this document, is defined as the document used to solicit bids or proposals and may mean either an Invitation to Bid (ITB) or a Request for Proposals (RFP).

Bid Response - for purposes of this document, is defined as the document submitted by a vendor in response to an ITB or an RFP.

Bidder - for purposes of this document, is defined as a person who submits a bid in response to an ITB or a proposal in response to an RFP.

Critical System Problems – means that the system is totally non-functional.

Non-critical System Problems - means when any portion of the system is not functioning properly or is experiencing intermittent problems.

Contractor - means any person having a contract with a governmental body.

OTM – the Office of Telecommunications Management.

OTM Project Manager - may mean an employee of OTM who has been assigned as project manager to a specific project or an OTM-designated representative; i.e., an employee of another state agency other than OTM.

Shall - denotes a mandatory requirement, per Louisiana Revised Statute 39:1556, Paragraph 24.

## **2.2 CALENDAR OF EVENTS**

Release Bids:	<b>April 8, 2004</b>
Pre-Bid Site Inspection:	See Section 2.5
Deadline to Receive Inquiries:	<b>April 22, 2004</b>
Deadline to Answer Inquiries:	<b>May 4, 2004</b>
Bid Opening:	<b>May 19, 2004, 10:00 AM</b>

## **2.3 BID DOCUMENT INQUIRIES**

All written inquiries delivered to the address below and received by the deadline in the Calendar of Events shall be answered in writing.

Nancy Jordan  
Administrative Director  
Office of Telecommunications Management  
P. O. Box 94280, Capitol Station  
Baton Rouge, LA 70804-9280  
FAX # (225) 342-7984

A copy of such inquiries should be delivered to:

Tim Kemp  
State Purchasing Officer  
State Purchasing-Division of Administration  
P. O. Box 94095, Capitol Station  
Baton Rouge, LA 70804-9095  
FAX # (225) 342-8688

## **2.4 BLANK**

## **2.5 PRE-BID SITE INSPECTION**

It is recommended that all bidders submitting a bid response perform a pre-bid site inspection. The site visit is expressly intended to provide bidders with the opportunity to determine the degree of difficulty involved with completing the project with minimum down time. Site inspections should occur during the first two weeks immediately following the release of the solicitation, on Tuesday or Thursday only. Bidders should sign in upon arrival and sign out upon departure. To schedule an inspection, the bidder may contact Robert Pollage at telephone number (225) 922-1062.

## **2.6 NUMBER OF COPIES SUBMITTED**

Each bidder should submit one original and should submit two copies of the bid response.

## **2.7 DELIVERY OF BID RESPONSES**

This bid document is available in electronic form at the Office of State Purchasing's LaPAC website <http://wwwsrch2.doa.state.la.us/osp/lapac/pubmain.asp>. It is available in PDF format or in printed form by submitting a written request to the bid document Contracting Officer with the Office of State Purchasing.

All bid responses shall be received by the Office of State Purchasing **no later than the date and time shown in the Calendar of Events.**

**Important – Clearly mark outside of envelope, box or package with the following information and format:**

- Bid Document Name: **Upgrade of Avaya Mosaix 4000 Predictive Dialing System**
- File Number: **K 25597 Y P**
- Solicitation No.: **2185555**
- Bid Document Opening Date: **May 19, 2004, 10:00 AM**

**Bidders are hereby advised that the U.S. Postal Services does not make deliveries to the Office of State Purchasing's physical location.**

Bid responses may be mailed through the U.S. Postal Service to:

Office of State Purchasing  
P. O. Box 94095  
Baton Rouge, LA 70804-9095

Bid responses may be delivered by hand or courier service to:

Office of State Purchasing  
1201 North 3<sup>rd</sup> Street  
Suite 2-160  
Baton Rouge, LA 70802

Bidder is solely responsible for ensuring that its courier service provider makes inside deliveries to the Office of State Purchasing's physical location. The Office of State Purchasing is not responsible for any delays caused by the bidder's chosen means of bid response delivery.

Bidder is solely responsible for the timely delivery of its bid response. Failure to meet the bid opening date and time shall result in rejection of the bid response.

Publicizing Awards: In accordance with L.A.C. 34:1.535, unsuccessful bidders shall be notified of the award provided that they submit a self-addressed stamped envelope requesting this information with their bid.

**2.8 BLANK**

**2.9 JOINT BID RESPONSES**

A joint bid response (two or more bidders quoting jointly on one bid response) may be submitted, and each participating bidder shall sign the joint bid response. If the contract is awarded to joint bidders, there shall be one contract issued to the joint bidders. Each joint Contractor shall agree to take necessary action to ensure that all the obligations of the contract are met. Specifically, in the event the State determines that one or more of the joint Contractors has not met the obligations under the contract, the other joint Contractor shall take necessary actions to ensure that the obligations of the contract are met at no additional cost to the State and with the understanding that if a replacement Contractor is utilized, the replacement Contractor shall comply with all terms and conditions of the bid document and contract. Further, in the event the State requires a performance guarantee, the joint bidders shall submit a single performance guarantee issued in the names of all joint bidders. In the event any of the joint Contractors do not

meet the performance requirements, the State shall have the option to make claim up to the limit of the guarantee. The joint Contractors shall also designate, in writing, one Contractor that shall function as the single point of contact concerning all matters relating to the contract. The State assumes no responsibility or obligation for the division of orders or purchases among the joint Contractors.

### **3.0 BID DOCUMENT REQUIREMENTS**

#### **3.1 BIDDER REQUIREMENTS**

##### **A. COMPLIANCE WITH CIVIL RIGHTS LAWS**

By submitting and signing this solicitation, the bidder agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the equal opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments Act of 1972, the Age Act of 1975, and bidder agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Bidder agrees not to discriminate in its employment practices, and shall render services under any contract entered into as a result of this solicitation, without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by bidder, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of any contract entered into as a result of this solicitation.

##### **3.1.1 BIDDER QUALIFICATIONS**

The bidder shall be an authorized Avaya dealer who has been approved by Avaya to install and service Avaya Predictive Dialing Systems (PDS). Bidder should attach certification in Section 7.

#### **3.2 TECHNICAL REQUIREMENTS**

The Contractor shall: furnish, install, and program all equipment and software and provide all other components required to upgrade one (1) Avaya Mosaix 4000 Predictive Dialing System (PDS) from version 9.1 to 12x; replace dialer Central Processing Unit; upgrade Campaign Director workstation's software to version 4.0; upgrade existing VLTerm solution to version 5.0 to work with Win2K; upgrade Producer v2.x to v3.0; change any IP addresses that may be required; and perform all services required to make the total system fully operational to the satisfaction of the using agency.

The Contractor shall provide all components required to complete this job. Avaya components that shall be required shall be inclusive of, but not limited to, the following:

**172037**

##### **ROUTER FOR CISCO SYS**

<b>ComCode</b>	<b>Qty</b>	<b>Description</b>	<b>Part Number</b>
700054893	2	PDS Filler Panel 19x1-3/4	30869
700055122	1	PDS Cable Ext. 1.2M Shielded	30857-02
700170269	4	PDS Shield Ferrite RS232 Cable w/Case .5 in	31400-02
700055148	11	PDS Hdwr Screw 10-32x1/2 sm black	31691-01
700189467	1	PDS Cable Clamp .375 Dia x .50 Wide	32092-02
700189434	1	PDS Label Sys Router Yellow Letters	32171-26

	408279024	1	PDS Assy Rtr Cisco AS2509-RJ ACCSVR	34251-01
	700189285	2	PDS Brkt Rack Mntg Cisco Router	35201-01
	408279149	1	Mosaix CPU HP B180L CBL Assy Rtr 9GB DR	50029-01
<b>172044</b>	<b>HUB 10 BASE T</b>			
	700170129	1	PDS Cable Tie 0.1 in x 8 in Black	30557
	700170640	2	PDS Tie Wrap Releasable .19x11.5 Black	31031
	700055148	2	PDS Hdwr Screw 10-32x1/2 sm Black	31691-01
	700051428	2	PDS Hdwr Nut Clip 10-32	32949-01
	700055221	3	PDS Ntwk Cable 8 Pos 3 ft CAT5 Gray	34775-01
	700189319	2	PDS Brkt Mntg 10 Base-T Hub 8PT	34855-01
	700189301	4	PDS Hdwr Screw STL Phil Mach 3MM x 8MM	34980-01
	700055965	1	PDS Transceiver 10BaseT AUI	33136-01
	700170582	1	PDS Adapter IEC 320 TO Nema 5-15R 12 in	34294-01
	700031776	1	Predictive Dialer Sys HUB 10BS 8pt 115V	34774-01
<b>172045</b>	<b>PDS MODEM AND MOUNTING KIT</b>			
	700170129	4	PDS Cable Tie 0.1 in. x 8 in. Black	30557
	700170640	2	PDS Tie Wrap Releasable .19 x 11.5 Black	31031
	700055122	1	PDS Cable Ext. 1.2M Shielded	30857-02
	700170657	2	PDS Hardware Screw 1/4-20x5/8 HEX Head Cap	31150-01
	700170269	2	PDS Shld Ferrite RS232 Cable w/case .5in.	31400-02
	700051212	2	PDS Hardware Washer Flt STL #1/4.261ID.750OD	32064-12
	700189442	1	PDS Label Sys MDM Yellow Letters	32171-12
	700051246	2	PDS Hardware Strut Nut 1/4-20 W/SPG	32322-02
	700068794	1	PDS Hardware Tray Mntg Rail Mounted	33510-02
	700051261	52	PDS VEL One Wrap 1/2 in WD BLK UL Rated	33543-01
	700204936	1	PDS MDM Courier 56K 3CP3453	35231-01
	700170582	1	PDS Adapter IEC 320 to NEMA 5-15R 12 in.	34294-01
<b>174899</b>	<b>AVAYA PDS SOFTWARE UPGRADE TO V12</b>			
	700220130	1	PDS SRK HP-UX 11.0 BIT FOR B20000/2600	12548-01
	700220148	1	PDS SRK AVAYA PDS DB V12.0	12632-01
	700220155	1	PDS SRK AVAYA PDS 12.0	12561-01
	408278372	1	MOSAIX MED KIT FR CUST BKUP DSC/DB/NTBL	12339-01
	700285679	1	PDS SRK SP3 V12	12648-03
	700285687	1	PDS SRK DB SP3 V12	12654-03
	700285695	1	PDS HP-UX B2000/B2600 UPD 11.0	12649-03
<b>174905</b>	<b>AVAYA PDS DOCUMENTATION</b>			
	700233893	1	AVAYA PDS DOC	90481-02
<b>174909</b>	<b>B2600 CPU AND MOUNTING KIT</b>			
	700261217	1	PDS B2600 CPU 1 GB RAM HD DVD ROM 36GB	36013-02
	700055148	10	PDS Hardware Screw 10-32x1/2 SM Black	31691-01
	700189459	1	PDS Label Sys CPU Yellow Letters	32171-03
	700189426	1	PDS Label Sys Tape Drive Yellow Letter	32171-44
	700051428	4	PDS Hardware Nut Clip 10-32	32949-01
	700189418	6	PDS Hardware Screw SEMS 10-32x.50 STL Zinc	32963-01
	700223043	1	PDS Slide, Left B2600	36007-01
	700223050	1	PDS Slide, Right B2600	36008-01
	700223068	1	PDS Rail, Left B2600	36009-01
	700223076	1	PDS Rail, Right B2600	36010-01
	700222987	1	PDS Baffle, Rack Mount 1.75 in. High	36012-01
	700223541	4	PDS Screw Sems M4-7x10 Phil Pan Steel ZN	36022-01

700261209	1	PDS Tape Drive HP DAT 24E DDS3 Surestore	35220-03
700261233	1	PDS Tape Drive panel Front For B2600 Units	36144-01
700261241	1	PDS Tape Drive Cover	36143-01
700261258	1	PDS Tape Drive Chassis	36142-01
700261480	10	PDS Hardware Nut 6-32 KEP ZN	30118-MO

**176865 AVAYA PDS UPGRADE CMPG DIR STE. 4.X**

700220262	1	PDS SRK CMPG DIR ENG. 4.0	12558-01
700255698	1	SRK Campaign Director 4.0 SP2	12652-02

**161175 PDS VLTERM SFTW**

408383727	1	MOSAIX PDS VL TERM 5.0 CD	12476-01
700051170	1	PDS VLTERM PROG REF V5.0	90446-01

**178699 PDS SWITCH SOFTWARE**

700278062	1	PDS SRK ENBC DB FOR AVAYA S/W	12673-01
700258916	1	PDS SRK ENBC GEN V15.1	12670-01

**3.3 EQUIPMENT/SERVICE PROVISION REQUIREMENTS**

**3.3.1 DELIVERY**

See section 3.3.3, Installation, for delivery requirements.

**3.3.2 IMPLEMENTATION**

**3.3.2.1 INTERFACE WITH COMMON CARRIER**

The Contractor shall be responsible for all arrangements to interconnect the system proposed to the Common Carrier system and shall coordinate all such arrangements with the OTM Project Manager.

**3.3.3 INSTALLATION**

**3.3.3.1 PRE-INSTALLATION MEETING**

Upon request by the State, the Contractor may be required to attend a pre-installation on-site meeting with representatives of the user-agency and OTM before the project commences at no cost to the State.

**3.3.3.2 INSTALLATION INTERVAL**

The Contractor shall complete the installation within thirty (30) calendar days of receipt of an order. During the installation interval, the system shall not be inoperable for longer than two (2) calendar days. The installation shall occur during one set period, beginning at 5:30 p.m. on a Friday afternoon. The system shall be operable and ready to begin the performance period (see Section 3.3.5) by 7:30 a.m. the following Monday morning.

**3.3.3.3 SITE RESTORATION**

The Contractor shall be responsible for restoring the worksite to its original condition.

**3.3.3.4 TEST REQUIREMENTS**

The Contractor shall perform the manufacturer's recommended standard test to ensure the system is fully operational after installation.



### **3.3.3.5 EXECUTION OF WORK**

The Contractor shall provide a sufficient number of personnel, including all subcontractors, who possess the vital experience and skills necessary to perform the contracted work and shall not arbitrarily remove skilled and experienced personnel from any State project during the term of the contract and any renewals. Contractor personnel changes that adversely impact the work in any manner may be cause for cancellation of the contract for default.

The work shall be executed in a satisfactory and workmanlike manner and at a rate of progress sufficient to ensure completion within the contract period. OTM may inspect the work's preparation, progress, and manner of execution.

### **3.3.4 SYSTEM CUTOVER**

The Contractor, agency, and OTM Project Manager shall agree on a date and time for cutover. The OTM Project Manager shall approve in writing that the Contractor can proceed with cutover.

#### **3.3.4.1 CONDITIONS REQUIRED FOR OTM TO ACKNOWLEDGE CUTOVER COMPLETION**

Cutover shall not be considered complete until these conditions are met:

- a. All equipment on the order has been delivered and installed.
- b. All system(s) and all features are fully operational.
- c. All system(s) have passed all manufacturers' system tests and/or all OTM's prescribed tests.
- d. Any other requirements as may be specified herein.

#### **3.3.4.3 ACKNOWLEDGEMENT OF CUTOVER COMPLETION**

The OTM Project Manager shall notify the Contractor in writing that cutover has been completed. Performance period shall begin upon date of cutover completion.

### **3.3.5 PERFORMANCE PERIOD**

A performance period of fifteen 15 continuous working days of 99.0 percent uptime shall constitute the completion of the successful performance period. Working days shall be defined as between 7:30 a.m. CST and 8:00 p.m. CST, Monday through Friday.

Up-time percentage is computed by dividing the total hours (or fraction thereof) the system was available and functioning by the total hours (or fraction thereof) in the performance period. Downtime for each incident shall start from the time OTM contacts the Contractor's designated representative until the equipment is returned to normal operating condition. Downtime is defined as the time a system has a critical problem as defined herein. The State shall maintain records to satisfy the requirements of the performance period.

### **3.3.6 ACCEPTANCE DATE**

The day upon which a successful performance period is completed shall be known as the acceptance date, and warranty shall begin. The OTM Project Manager shall acknowledge in writing the date of acceptance.

### **3.4 MAINTENANCE REQUIREMENTS**

Maintenance shall mean it is the responsibility of the Contractor to repair or replace defective parts (including parts and labor) for the entire system at no additional charge to the State if a system is covered by a maintenance contract after the warranty period.

Maintenance coverage shall be available from 8 am to 5 pm, Monday through Friday.

#### **3.4.1 EMERGENCY REPAIRS**

Maintenance service for critical system problems as defined in Section 2.1, Definitions, shall have a response time of two (2) hours after notification of emergency nature trouble to initiate remote diagnostics and twenty-four (24) hours after notification to have a trained technician on site if the trouble cannot be cleared by remote diagnostics and repair.

The response time requirement shall be considered satisfied when a (manufacturer) trained technician has arrived on site. The State encourages the use of remote administration. However, this method shall not be used to extend required response times. Remote administration can be used to identify and clear problems. If the problem is not cleared by remote administration, response times remain in effect.

#### **3.4.2 MAINTENANCE CONTRACTS AND RENEWALS**

Upon expiration of the one (1) year warranty, the State may choose to enter into a maintenance contract (on a system-by-system basis). After the first year of maintenance and upon written notice by the State, each maintenance contract may be extended annually until the expiration of the maintenance portion of this contract.

### **3.5 BLANK**

### **3.6 DOCUMENTATION REQUIREMENTS**

Upon completion of the installation, the Contractor shall furnish LOSFA a list of all components installed and operating manuals for all new software.

### **4.0 PRICING SPECIFICATIONS**

#### **4.1 PRICING SPECIFIC TO THE BID DOCUMENT**

The bidder shall provide a lump sum price to complete the entire project as described in this bid document. The lump sum price shall include all material/equipment, shipping (FOB Agency), labor, service charges, premise visits, and travel, required to deliver and install all working components, and to warrant the equipment and labor for one year. The bidder should use the form(s) provided in Section 7.

If the bidder opts to bid the monthly maintenance, the bidder shall provide a monthly maintenance price for the system after the warranty period. This price shall include parts, labor, premise visits, shipping (FOB Agency), service charges, and travel required to keep the system fully operational.

**5.0 EVALUATION AND AWARD**

**5.1 GENERAL**

**5.1.1 NO AWARD**

The State reserves the right to cancel the bid document and not award to any bidder.

**5.1.2 ADDITIONAL INFORMATION**

The State reserves the right to require additional information from bidders and to conduct necessary investigations to determine responsibility of bidders or to determine accuracy of bid response information. If additional information is requested, the bidder shall furnish it within the State's stipulated deadline. Failure to do so shall result in rejection of the bid response.

**5.2 CRITERIA**

**5.2.1 ADMINISTRATIVE AND TECHNICAL COMPLIANCE**

All bid responses received as a result of this bid document shall be subject to review for the purposes of selecting a bidder to whom a contract shall be awarded. No information shall be given out concerning the ultimate outcome while consideration of the award is in progress.

The successful bidder(s) shall meet all mandatory administrative and technical requirements.

**5.2.2 SPECIFIC CRITERIA (WEIGHTED)**

Cost. Cost shall be the sole determining factor and shall carry a weight of 100%.

**5.2.3 SIMULTANEOUS REVIEW**

The functions described in this section may be performed simultaneously or in any order. Once a determination is made that a bid response is non-compliant in any area, that bid response shall be disqualified from further consideration.

**5.3 METHODOLOGY**

**5.3.1 MODEL**

Cost shall be calculated by multiplying the lump sum cost by a quantity of one. The monthly maintenance cost shall be calculated by multiplying the monthly maintenance cost by a quantity of twelve. The two items may be awarded together or separately, whichever is in the best interest of the State.

## **5.4 OTM RECOMMENDATION FOR AWARD**

### **5.4.1 DETERMINATION OF SUCCESSFUL BIDDER**

A recommendation for award shall be made for the lowest priced bidder(s) meeting all mandatory administrative and technical requirements.

### **5.4.2 WRITTEN RECOMMENDATION FOR AWARD**

When OTM has completed the evaluation and a successful bidder(s) has been determined, a written recommendation for award shall be forwarded to the Office of State Purchasing for review.

## **5.5 AWARD**

The Office of State Purchasing shall issue a Purchase Order to the successful bidder(s).

## **6.0 CONTRACTUAL TERMS AND CONDITIONS**

### **6.1 GENERAL TERMS AND CONDITIONS**

#### **6.1.1 TAXES**

Bidders should be aware that any taxes levied upon the selected bidder or his equipment shall be paid in accordance with current tax laws in effect at the time of the purchase by the State. Selected bidders shall pay all other taxes or assessments, however designated, imposed or levied in connection with this contract and shall be solely responsible for remitting such taxes or assessments to the appropriate taxing or collection agency.

#### **6.1.2 COMPLIANCE WITH LAWS, REGULATIONS, CODES, AND ORDINANCES**

The selected bidder shall comply with all applicable provisions of federal and state statutes, laws, and regulations; parish and city codes or ordinances, specifically the National Electrical Code, Part 68 of the Federal Communications Commission's Rules and Regulations, tariffs or the Louisiana Public Service Commission, and all Louisiana laws and regulations regarding procurement including Louisiana Revised Statute 37:2163. The selected bidder shall be responsible for all licenses, permits, and inspection fees required.

#### **6.1.3 CONTRACTOR RESPONSIBILITIES**

The Contractor assumes responsibility for all items and/or services offered in his bid response whether or not the Contractor produces or provides them. Further, the State shall consider the Contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

#### **6.1.4 APPLICABLE LAW**

The contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this contract shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

**6.1.5 BLANK**

**6.1.6 BID DOCUMENT AND BID RESPONSE INCORPORATED BY REFERENCE**

The provisions of the selected bid response and this bid document with all addenda shall be incorporated by reference in the contract.

**6.1.7 ORDER OF PRECEDENCE**

In the event of ambiguity in the specifications, the order of precedence shall be the contract, the bid document, and the bid response.

**6.1.8 BLANK**

**6.1.9 FORCE MAJEURE**

Contractor shall have no liability for delays, failure in performance, loss or damage due to earthquake, volcanic action, flood, lightning, the elements of war, civil or military disturbances, acts of God, or other causes beyond Contractor's control.

**6.1.10 WAIVER CLAUSE**

Waiver of any breach of any term or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified, or deleted except by the written consent of both parties.

**6.1.11 SEVERABILITY**

If any term or condition of this contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application; to this end, the terms and conditions of this contract are declared severable.

**6.1.12 HEADINGS AND SECTION REFERENCES**

The headings given to the paragraphs herein are inserted only for convenience and are in no way to be construed as part of this contract or as a limitation of the scope of the particular paragraph to which the heading refers.

**6.1.13 RIGHT TO AUDIT**

The State Legislative auditor, federal auditors and internal auditors of the Division of Administration, or others so designated by the DOA, shall have the option to audit all accounts directly pertaining to the contract for a period of five (5) years from the date of the last payment made under this contract or as required by applicable State and Federal law. Records shall be made available during normal working hours for this purpose.

**6.2 CONTRACT ADMINISTRATION**

**6.2.1 CONTRACT TERM**

The contract term shall be from date of award through the end of the warranty period.

**6.2.2 RENEWAL TERM**

Upon acceptance by the Contractor and approval by the State, the maintenance portion of this contract may be renewed for four (4) additional twelve (12) month periods.

**6.2.3 ORDERS**

A written order shall be issued by the Office of State Purchasing and sent to the Contractor for the initial purchase.

If the agency opts to purchase maintenance from the contract after the warranty period, a written order shall be issued by the agency and sent to the Contractor.

**6.2.4 CHANGE ORDERS**

Modifications to an initial order shall be made in writing by the Office of State Purchasing and shall be known as a change order.

**6.2.5 INVOICING**

All invoices shall be itemized in the same units and at the same rates or prices as bid by the Contractor.

Invoices shall reference the written order number and shall be itemized with item numbers, contract numbers, OTM numbers (if applicable), item descriptions, quantities, and prices as indicated on the written order. Invoices which do not comply shall be returned to the Contractor.

Contractor shall submit invoices directly to the "Bill to" address on the written order.

**6.2.6 PAYMENTS**

The acquiring agency shall be responsible for payment.

**6.2.7 BLANK**

**6.2.8 BLANK**

## **6.2.9 TERMINATION**

### **6.2.9.1 TERMINATION FOR CAUSE**

State may terminate this contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of the contract provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the contract shall terminate on the date specified in such notice. Failure to perform within the time specified in the bid document or bid response shall constitute a default and may cause cancellation of the contract. Where the State has determined the Contractor to be in default, the State reserves the right to obtain any or all products or services covered by the contract on the open market and to charge the Contractor with cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid response from the defaulting Contractor shall be considered.

Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this contract provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect.

### **6.2.9.2 TERMINATION FOR CONVENIENCE**

State may terminate the contract at any time without penalty by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date. Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

### **6.2.9.3 TERMINATION FOR NON-APPROPRIATION OF FUNDS**

The continuation of this contract is contingent upon the continuation of an appropriation of funds by the Legislature to fulfill the requirements of the contract. If the Legislature fails to appropriate sufficient monies to provide for the continuation of a contract or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriations for the year from exceeding revenues for that year or for any other lawful purpose and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the last day of the fiscal year for which funds were appropriated.

## **6.2.10 CONTRACT MODIFICATIONS**

Contract modifications may result from technological enhancements, manufacturer discontinuance, or obsolescence. If an item meets or exceeds original specifications and the price is equal to or lower than the original bid price, a contract modification may be requested in writing by the Contractor to the OTM Contracts Administrator. The Office of Telecommunications Management shall review the request and make a written recommendation to the Office of State Purchasing.

## **6.2.11 CONTRACT CONTROVERSIES**

Contract controversies between the State and Contractor which arise by virtue of the contract between them shall be handled in accordance with Louisiana Revised Statute 39:1673. This includes without limitation controversies based upon breach of contract, mistake, misrepresentation, or other cause for contract modifications or rescission.

**6.2.12 BLANK**

**6.2.13 REMEDIES**

**6.2.13.1 WARRANTY/SERVICE GUARANTEE REQUIREMENTS**

Any software product introduced by the manufacturer to correct software "bugs" in previously installed software shall be provided by the Contractor to the State at no additional cost and shall be installed within sixty (60) calendar days after it is made available from the manufacturer during the term of the contract.

Warranty shall mean it is the responsibility of the Contractor to repair or replace defective parts (including parts and labor) at no additional cost to the State for one year following the acceptance date.

Warranty coverage shall be available from twenty-four hours a day, seven days a week.

Warranty service for non-critical system problems, as defined in Section 2.1, Definitions, shall have a response time of two (2) calendar days.

**6.2.13.1.1 EMERGENCY REPAIRS**

Warranty service for critical system problems, as defined herein, shall have a response time of two (2) hours after notification of emergency nature trouble to initiate remote diagnostics and twenty-four (24) hours after notification to have a trained technician on site if the trouble cannot be cleared by remote diagnostics and repair.

The response time requirement shall be considered satisfied when a (manufacturer) trained technician has arrived on site. The State encourages the use of remote administration. However, this method shall not be used to extend required response times. Remote administration can be used to identify and clear problems. If the problem is not cleared by remote administration, response times remain in effect.

**6.2.13.2 LIQUIDATED DAMAGES**

It is understood and agreed between the State and the Contractor, that time is of the essence and that for each calendar day of delay beyond the completion date of the contract (specifically during the installation period; warranty period; and maintenance period), after due allowance for such extension of time as is provided herein, and through a maximum of sixty (60) calendar days, the Contractor shall pay to the State as liquidated damages the sum of .5% of the contract price. It is understood between the State and the Contractor that such sum shall be treated as liquidated damages and not as a penalty, and that the State may withhold from the Contractor's compensation such sums as liquidated damages.

**6.2.13.3 FAILURE DURING PERFORMANCE PERIOD**



If a successful performance period cannot be established within thirty (30) days after system cutover, the State may require the Contractor to replace the equipment deemed at fault with new equipment of the same manufacturer and with the same or better model within ten (10) days of written request. Replacement shall occur at no additional cost to the State. Replacement equipment shall comply with all requirements of this bid document as well as meet or exceed the specifications as stated in the Contractor's bid response.

If the replacement equipment cannot successfully perform for a period of fifteen (15) continuous working days within thirty (30) days, the Contractor may be deemed in default.

#### **6.2.14 ASSIGNMENT**

The Contractor shall not assign any interest in this contract by assignment, transfer, or novation without prior written consent of the State. This provision shall not be construed to prohibit the Contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

#### **6.3 INSURANCE REQUIREMENTS**

##### **6.3.1 INDEMNIFICATION AND LIMITATION OF LIABILITY**

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under this contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State.

Contractor shall indemnify, defend and hold the State harmless, *without limitation*, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be fully assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products, Materials, or Services furnished by Contractor under its bid response and the contract, or of any copyright trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: i) State's unauthorized modification or alteration of a Product, Material, or Service; ii) State's use of the Product, Material, or Service in combination with other Products,

Materials, or Services not furnished by Contractor; iii) State's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the State's exclusive remedy to take action in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part(s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the contract.

For all other claims against the Contractor where liability is not otherwise set forth in the contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability for direct damages, shall be the greater of \$100,000, the dollar amount of the contract, or two (2) times the charges for Products, Materials, or Services rendered by the Contractor under the contract. Unless otherwise specifically enumerated herein mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The State may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

### 6.3.2 INSURANCE TYPES AND AMOUNTS

Contractor agrees to provide the State of Louisiana with Certificates of adequate insurance indicating coverage as required herein.

Insurance shall be placed with insurers with an A.M. Best's rating of no less than A:-VI. This rating requirement shall be waived for Worker's Compensation coverage only.

**Contractor's Insurance:** The Contractor shall not commence work under this contract until he has obtained all insurance required herein. Certificates of Insurance, fully executed by officers of the Insurance Company written or countersigned by an authorized Louisiana agency, shall be filed with the State of Louisiana for approval. The Contractor shall not allow any sub-contractor to commence work on his subcontract until all similar insurance required for the subcontractor has been obtained and approved. If so requested, the Contractor shall also submit copies of insurance policies for inspection and approval of the State of Louisiana before work is commenced. Said policies shall not hereafter be canceled, permitted to expire, or be changed without thirty (30) days notice in advance to the State of Louisiana and consented to by the State of Louisiana in writing and the policies shall so provide.

**Compensation Insurance:** Before any work is commenced, the Contractor shall take out and maintain during the life of the contract, Workers' Compensation Insurance for all of the Contractor's employees employed at the site of the project. In case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees, unless such employees are

covered by the protection afforded by the Contractor. In case any class of employees engaged in work under the contract at the site of the project is not protected under the Workers' Compensation Statute, the Contractor shall provide for any such employees, and shall further provide or cause any and all subcontractors to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation Statute.

**Commercial General Liability Insurance:** The Contractor shall take out and maintain during the life of the contract such Commercial General Liability Insurance which shall protect him, the State, and any subcontractor during the performance of work covered by the contract from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the contract, whether such operations be by himself or by a subcontractor, or by anyone directly or indirectly employed by either of them, or in such a manner as to impose liability on the State. Such insurance shall name the State as additional insured for claims arising from or as the result of the operations of the Contractor or his subcontractors. In the absence of specific regulations, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and contractual liability, with combined single limits of \$1,000,000.

**Insurance Covering Special Hazards:** Special hazards as determined by the State shall be covered by rider or riders in the Commercial General Liability Insurance Policy or policies herein elsewhere required to be furnished by the Contractor, or by separate policies of insurance in the amounts as defined in any Special Conditions of the contract included therewith.

**Licensed and Non-Licensed Motor Vehicles:** The Contractor shall take out and maintain during the life of the contract, Automobile Liability Insurance in an amount not less than combined single limits of \$1,000,000 per occurrence for bodily injury/property damage. Such insurance shall also cover the use of any non-licensed motor vehicles engaged in operations within the terms of the contract on the site of the work to be performed thereunder, unless such coverage is included in insurance elsewhere specified.

**Subcontractor's Insurance:** The Contractor shall require that any and all subcontractors, which are not protected under the Contractor's own insurance policies, take and maintain insurance of the same nature and in the same amounts as required of the Contractor.

**7.1 PRICE PAGE**

Lump Sum \$ \_\_\_\_\_

**Optional**

Monthly Maintenance \$ \_\_\_\_\_

## 7.2 OTHER BIDDER RESPONSE FORMS

Bidder is an Avaya authorized dealer who has been approved by Avaya to install and maintain equipment bid.

\_\_\_\_\_ yes

\_\_\_\_\_ no

Certification should be attached here.